

**SHOSHONE JOINT SCHOOL DISTRICT NO. 312**  
**BOARD OF TRUSTEES' MINUTES**  
**REGULAR MEETING**  
**Tuesday, May 21, 2013**  
**7:00 p.m.**

**Board Workshop Session 6:30 p.m.**

Present:

Board Members: Chair Carl Horn, Vice-Chair Lorie Race. Trustees: Brandon Brown, Tony Bozzuto and Rian Pine.

Staff: Kelly Chapman, Steve Mitchell, Emily Nelsen, Rob Waite and Heather Wallace (arrived at 6:40; was participating in another school activity).

**A. Update on the Budget Process:**

It was noted that Principal Chapman took the meeting notes until the Clerk arrived at 6:40 p.m.

Superintendent Waite presented a power point titled 2013-2014 Budget (exhibit A) and directed the Board's attention to the following points:

- i. The list of school improvement priorities and team goals.
- ii. Four positions will be cut with the ending of the School Improvement Grant.
- iii. Review of the Nine Characteristics of High Performing Schools.
- iv. Review of the budget assumptions.
- v. Review of the Extended Day program for 2013-2014.
- iv. Need to begin the process of negotiations.

Chair Horn asked for an update on the State Department of Education's (SDE) decision to replace the ISAT's with the Common Core Standards. Superintendent Waite's confirmed that the SDE is replacing the ISAT's with the Common Core Standards. In the 2013-2014 school year each school will be required to pilot the Common Core tests; additionally students will be required to take the ISAT's. In 2014-2015 the Common Core will fully replace the ISAT testing. Further discussion took place on the hardship of administrating two different tests, students will be testing for two months and lose educational time. The SDE is considering a proposal to require the Common Core testing for the 2013-2014 school year and drop the ISAT testing, which will mean that the scores for 2013-2014 will not be a reliable testing source for one year.

No actions were made by the Trustees in attendance.

**Regular Monthly Meeting 7:00 p.m.**

Present:

Board Members: Chair Carl Horn, Vice-Chair Lorie Race. Trustees: Brandon Brown, Tony Bozzuto and Rian Pine.

Staff: Kelly Chapman, Denice Christiansen (arrived at 7:30; was participating in another school activity), Steve Mitchell, Emily Nelsen, Rob Waite and Heather Wallace.

Guest: Casey Bryant (newly elected Trustee for Zone 1)

Students: Fourth grader, Megan Wallace, attended with her parent Heather Wallace

Absent: None

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**I. Call to Order:**

The monthly school board meeting was called to order at 7:02 p.m. by Chair Horn. Meeting was held in the Shoshone High School Art Room (#278) located at 61 East Highway 24, Shoshone, Idaho.

The Flag Salute was lead by Chair Horn.

**II. Consideration of Public Input:**

Those wishing to address the Board will fill out a Request to Appear before the Board (1520F) and submit to the District Clerk before the beginning of the meeting.

None were presented.

**III. Reports:**

A. Shoshone Education Association (S.E.A.):

S.E.A. President Steve Mitchell reported on the following:

- i. The S.E.A. Negotiation team is "gearing" up for negotiations.
- ii. The District recently had a student with a raging tooth infection that required medical care. The student's parent was unable to afford the medical care, so the Idaho Education Association Children's Fund donated \$700 toward the child's medical expenses. It was noted that the parents and staff were very appreciative of the donation.

B. Shoshone Teachers:

No report for the month of May.

C. Student Body:

Principal Chapman noted that elementary student, Megan Wallace, was in attendance and asked what school activity she participated in earlier in the evening. Ms. Wallace bashfully replied she was attending a "Block Party" in honor of the Spring Storyline event. Each class held an open house to present their Storyline projects.

D. Goals and School Improvement:

Superintendent Waite stated he has combined the Goals and School Improvement with item VI. Superintendent's Contract and VII. School Board Training-Key Works of School Boards.

**IV. Consent Agenda:**

A. Approval of Agenda

B. Approval of the Minutes

- i. April 16, 2013: Regular Meeting Minutes

C. Weekly Principal/Superintendent Reports

D. New Hires for 2013-2014 School Year:

Certified:

Hailey Harris- Leguineche- Secondary English/Language Arts

Shelli Schroeder- School Counselor

Colin Smith- Secondary English/Language Arts/Social Studies

Sharma Thornton- School Counselor

Elizabeth Torkelson- Fifth Grade

Cheri Viteck- Secondary Social Studies/English/Language Arts

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1 E. Accept Reports as presented

2  
3 Vice-Chair Race made a motion to approve the consent agenda as presented. Trustee Brown  
4 seconded.

5  
6 Discussion:

- 7 i. Superintendent Waite briefly reviewed the list of new hires and added that he
- 8 was impressed with the quality of candidates.
- 9 ii. Progress in being made in the hiring of the head boys basketball coach and item
- 10 should be on the Board Agenda in the future.
- 11 iii. Chair Horn asked about the three English assignments listed on the agenda.
- 12 Principal Chapman responded the positions were for one full-time
- 13 English/Language Arts position and two part-time English/Language Arts that
- 14 will also teach a Social Studies course or another subject. Mr. Henkelmann will
- 15 continue to teach secondary English along with Journalism and yearbook. It is
- 16 possible that the two new counselors will be teaching a middle school or high
- 17 school class. The schedule is still to be determined for next year.
- 18 iv. It was noted that Mrs. Torkelson will be replace fifth grade teacher, Mr. Sung.
- 19 Mr. Sung is returning to Taiwan to fill his obligation to the Taiwanese Army.
- 20

21 Chair Horn stated it had been moved and seconded to approve the consent agenda as presented  
22 and asked for Trustees' voice vote. Motion carried by a five to zero vote.

## 23 24 **V. Financials:**

25 A. Accounts Payable

26 B. District, Secondary and Elementary Financial Statements.

27 C. Set 2012-2013 Budget Amendment Hearing: June 18<sup>th</sup>, 2013 at 6:50 p.m.

28  
29 Vice-Chair Race made a motion to approve the Accounts Payable, District, Secondary and  
30 Elementary Financial Statements as presented and to set the 2012-2013 Budget Amendment  
31 Hearing for June 18, 2013 at 6:50 p.m. Trustee Bozzuto seconded.

32  
33 Discussion:

- 34 i. Trustee Brown asked about the process of an amendment budget hearing.
- 35 Superintendent Waite reviewed the requirements of the district.
- 36 ii. Chair Horn pointed out the accounts payable for bus inspections and asked if
- 37 training is available to the district staff to do bus inspections. Superintendent
- 38 Waite responded that training was available but the transportation director, John
- 39 Larson, considers the inspections an important safety issue and likes the
- 40 reassurance of a second party inspecting the buses. Discussion included the
- 41 consideration of the expense for tools and supplies the district would need to
- 42 acquire to service and maintain the buses.
- 43 iii. Vice-Chair Race noted an expense for birth certificates. Principal Nelsen
- 44 responded that the District helped a parent purchase birth certificates for her
- 45 children in order for the students to be legally enrolled. The parent was and is in
- 46 a financial hardship.
- 47

48 Chair Horn stated it had been moved and seconded to approve the financials as presented and to  
49 set the budget hearing as recommended and asked for Trustees' voice vote. Motion carried by a  
50 five to zero vote.

Shoshone School District 312 Board Meeting: May 21, 2013

**VI. Superintendent's Contract:**

**A. Extension Proposal (Exhibit B):**

Superintendent Waite presented a power point titled *Superintendent* (exhibit C) and started the discussion by reviewing the key relationships in a school and mentioned the following key points in regards to the subject of Superintendent.

- i. The most important job for a school board is to hire and support the Superintendent. The Board needs to be well informed on the decision of hiring the Superintendent and issuing a contract.
- ii. Superintendent Waite stated he takes the job of superintendent seriously and wants to move forward with the school district.

At this time Superintendent Waite opened the floor for board discussion and questions in regards to the position of Superintendent.

- i. Trustee Brown asked what is the long-term goal of Superintendent Waite. Superintendent Waite replied that he wants the District to be known for offering quality education, as having more opportunities for students, good solid teachers, good test scores and making a difference in the community.
- ii. Chair Horn asked Superintendent Waite where does he see there is room for improvement. Superintendent Waite answered that working on the day to day interactions with the school board; staff and community can be improved; and keep bringing positive energy to the school.
- iii. Vice-Chair Race commented that there is value in sitting with a group of stake holders in a meeting and working together to build long term goals.
- iv. Trustee Pine asked Superintendent Waite what he considered his biggest accomplishment for the Shoshone School District. Superintendent Waite replied that one of the first items of business was to set a five year plan with the Board and staff. Most of that plan was completed in a six months time period. Also, the improvement in staff relations has been excellent; including staff taking new roles within the district. In addition, the community acceptance of a four day a week and the extended day program.
- v. Chair Horn asked what Superintendent Waite sees on the future "to do" list. Superintendent Waite replied to keep working with the staff and within the next five years building issues will need to be addressed.
- vi. Trustee Bozzuto asked is there more from the Board that the superintendent needs. Superintendent Waite responded that the Board continue to grow their belief in him and the school. And to keep improving the Board/Superintendent communication.

Superintendent Waite presented a draft contract for the Board to review and pointed out the following changes:

- i. Retirement Plan: Superintendent Waite briefly reviewed the Idaho retirement system and it is his wish to increase the funding to his retirement plan by the following:
  - a. Superintendent Waite would not take a pay increase but,
  - b. if the education stipend is not used the stipend amount will be deposited into Superintendent Waite's retirement plan,
  - c. unused vacation time would be converted into monetary deposit to Superintendent Waite's retirement plan.

1           ii       Additional contract changes:

- 2                   a.       changed the deadline to discuss contract renewal from December  
3                               to June,  
4                   b.       The 60 day notice to terminate the contract was changed to 45  
5                               days.  
6

7 Trustee Pine congratulated Superintendent Waite on obtaining his Doctorate but stated he is  
8 concerned that Superintendent Waite is more marketable to other school districts which would be  
9 able to offer a higher compensation package. Superintendent Waite responded that he is not  
10 driven by monetary issues but more about being a productive, happy and contributing individual.  
11

12 Trustee Bozzuto inquired about Superintendent Waite's likes outside of school. Superintendent  
13 Waite responded that he likes to golf, all type of sporting events and movies.  
14

15 Vice-Chair Race made a motion to accept the draft contract for Superintendent Waite as  
16 presented. Trustee Pine seconded.  
17

18 Chair Horn stated it had been moved and seconded to accept the draft contract as presented and  
19 asked for trustees' voice vote. Motion carried by a five to zero vote.  
20

21 **VII. School Board Training- Key Works of School Boards:**

22 Superintendent Waite stated he has combined the School Board Training with item *III. Goals and*  
23 *School Improvement* and item *VI. Superintendent's Contract*.  
24

25 In closing, Superintendent Waite reminded the Board of the upcoming events:

- 26           i.       Graduation Ceremony is on Wednesday, May 29, 2013 at 7:30 p.m. Vice-Chair  
27                   Race and Trustee Bozzuto will hand out the diplomas this year.  
28           ii.       Celebration of Success Banquet is on Tuesday, June 4, 2013 at 5:30 in the  
29                   Lincoln County Community Center. Retiring Staff, Alumni of the Year,  
30                   Volunteer of the Year, Classified Staff of the Year, Teacher of the Year, and  
31                   Students of the Year will be honored.  
32           iii.       Secondary attendance appeals will be on Thursday, May 23, 2013.  
33           iv.       The last day of school, May 31<sup>st</sup> there will be a BBQ.

34 **VIII. Motion for Adjournment:**

35 Next Meeting:

36       Regular:   Tuesday, June 18, 2013, 6:30 p.m.: Budget Hearing  
37                   Tuesday, June 18, 2013, 6:50 p.m.: 2012-2013 Budget Amendment  
38                   Hearing  
39                   Tuesday, June 18, 2013 at 7:00 p.m.: Regular Monthly Meeting  
40                   Shoshone High School Art Room (#278)  
41                   61 East Highway 24  
42                   Shoshone, Idaho 83352  
43

44 Vice-Chair Race made a motion to adjourn the meeting at 8:05 p.m. Trustee Brown seconded  
45

46 Discussion:

47 None  
48

49 Chair Horn stated it had been moved and seconded to adjourn the meeting and asked for Trustees'  
50 voice vote. Motion carried by a five to zero vote.

Shoshone School District 312 Board Meeting: May 21, 2013

1  
2 Heather Wallace, District Clerk  
3 May 21, 2013  
4

5  
6 This document serves as the official minutes of the May 21, 2013 Board Meeting. A full audio  
7 recording of the minutes is also kept as support.

Draft: Not Yet Approved by the Board



# 2013-2014 Budget



# SI Team Goals

- Maintain all day kinder
- Maintain instructional time
- PLC
- Assessments
- Technology (1 to 1 for middle and high school)



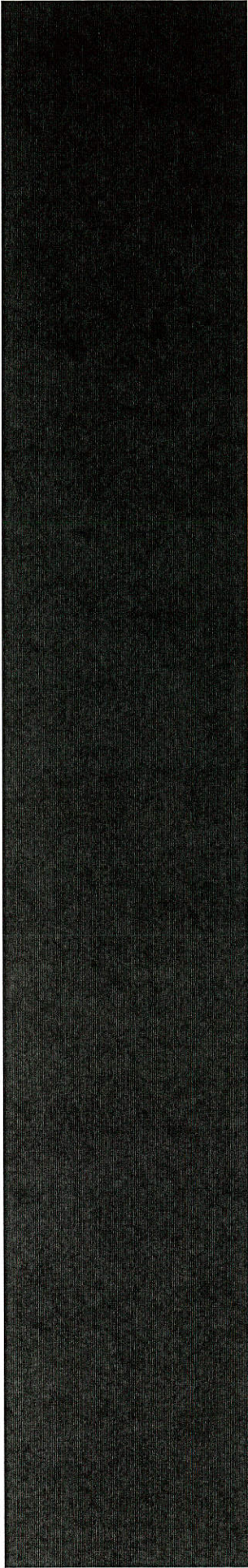
# Grant end

- Parent Liaison
- Intervention teacher
- Kinder aide
- Part time aide


# School Goals

- Nine Characteristics



- 
- Clear and shared focus
  - Effective leadership
  - High levels of collaboration
  - Curriculum, instruction and assessment aligned with standards
  - Frequent monitoring of learning and teaching
  - Focused professional development



- 
- Supportive learning environment
  - High levels of appropriate parental involvement
  - High standards and expectations of all students

# Budget assumptions

- Pay freeze
- Steps and lanes restored to full
- Insurance increase already in
- Same FTE in budget



# Extended day

- Go to 25 minutes
- End extended day after ISAT
- 10% "absent" rate
- First part of year, paid out of grant.



# Left to do

- Complete negotiations

- 
- Finalize comfort ability with: revenue projections, educational levels, future bus needs, end fund balance.

**Other issues?**



**SUPERINTENDENT EMPLOYMENT CONTRACT (Draft addendum)**

**THIS EMPLOYMENT CONTRACT**, made and entered into this 21<sup>th</sup> day of May , by and between the Board of Directors of Shoshone School District ("District"), and Robert Waite ("Superintendent").

The District and Superintendent, for the consideration hereinafter specified, agree as follows:

**A. TERM OF AGREEMENT**

This agreement replaces any previous agreements. In consideration of the promises of Superintendent, the District hereby employs, and for the consideration hereinafter stated Superintendent accepts employment as Superintendent of Schools for a period commencing July 1, 2013 and ending on June 30, 2015, subject to earlier termination pursuant to provisions of Section E. hereof. The number of work days will be 208 per year. The general work day will be at least 8 hours, but will flex depending upon the day.

**B. DUTIES**

1. The Superintendent is the chief executive officer of the District.
2. The Superintendent is responsible for carrying out all policies, rules, and regulations established by the District's Board of Directors ("Board").
3. In cases not specifically addressed in board policy, the Superintendent shall take appropriate action and report significant actions to the Board.
4. All District personnel, except the District auditor and legal counsel for the District are responsible to the Superintendent.
5. The Superintendent shall make rules and regulations for school personnel necessary to fulfill the policies of the Board. The Superintendent shall delegate responsibility and assign duties. Such action does not relieve the Superintendent from final responsibility for district operations.
6. The Superintendent, or a designated representative shall be present at any and all meetings of the Board.
7. The Superintendent is the Budget Officer of the District, custodian of school funds, and is responsible for preparing and submitting budget forms for all funds to the Board.
8. The Superintendent shall approve and direct all purchases and expenditures within the limits of the budget approved by the Board.
9. The Superintendent shall recommend to the Board for appointment all personnel required for positions in teaching, operations, and maintenance.
10. The Superintendent shall ensure regular evaluation of all District employees as provided for by law and Board Policy.
11. The Superintendent shall plan means to keep the community informed about school matters and shall serve as a representative of the schools before the public.
12. The Superintendent shall furnish throughout the life of this contract, while on duty, a valid and appropriate certificate to act as Superintendent in the state of Idaho.
13. The Superintendent agrees to devote full time, skill, labor, and attention to his employment hereunder during the term of this contract; provided, however, that the Superintendent, may undertake consultative

*Exhibit B*

- work, speaking engagements, writing, lecturing or other professional duties and obligations.
14. The Superintendent shall share with the board a general work schedule for the year.

### **C. COMPENSATION**

1. In consideration of a salary of \$90,000 for 2013-2014 and 2014-2015 the Superintendent agrees to lawfully and faithfully perform the duties of Superintendent and to serve as Chief Executive Officer of the District. The annual salary shall be paid in twelve equal monthly installments. The District will pay for the employer's contribution to IPERS as required by law. The Superintendent is responsible for the legally mandated employee's portion of IPERS.
2. The Board shall provide payment of IASA dues.
3. The Superintendent will be granted twelve (12) days of sick leave annually.
4. The Superintendent may attend professional meetings, the reasonable expense of such to be paid by the District.
5. The Superintendent will be entitled to 16 days of paid vacation annually, in addition to all school holidays, Christmas vacations, Spring vacations and legally mandated holidays. The annual leave will carry over from year to year for the life of the contract to a maximum of 32 at any one time. Unused vacation time over 32 days will be used that summer, or converted to salary or retirement contribution at ½ the daily rate.
6. Leaves of absence, such as personal business, family illness or injury, bereavement, and emergency leaves are provided when appropriate as specified in the agreement with other certified staff.
7. Medical, dental, and vision insurance for the Superintendent will be provided as specified in the agreement with other certified staff. The Superintendent will choose the coverage. Life insurance and long term disability insurance will be provided by the district.
8. Tuition reimbursement or payment will be provided with a cap of \$3,000 per year, unused amount will be converted to salary or retirement contribution as of July 1. The district will provide a reasonable amount of release time for professional development, including additional credit courses.
9. A cellular phone allowance of \$50 a month will be provided.
10. The Superintendent will be reimbursed for all reasonable administrative expenses incurred in the performance of his duties.

### **D. EVALUATION**

In accordance with applicable laws, the Board and the Superintendent shall meet in closed executive session or open session if requested for the purpose of mutual evaluation of the performance of this contract and for expressing recommendations and observations on how such performance may be continually improved in accordance with the procedures in the attachment to this contract. The time and date of the executive session shall be agreed to by the Board and the Superintendent sufficiently in advance of the executive session to permit adequate preparation for a constructive exchange of views. In accordance with law, the district will hear specific complaints about the Superintendent in executive sessions only, unless an open session is requested by the Superintendent.

The board, collectively and individually, agrees that complaints, concerns, question, or any issue about district programs and/or employees including the Superintendent will be forwarded to the Superintendent for study. These issues will be forwarded to the Superintendent in a timely manner and will not be withheld.

To begin the evaluation, each board member will fill out the Superintendents Evaluation worksheet. The Superintendent will complete a self-evaluation. Either the board or the Superintendent may ask staff and/or citizens to complete a worksheet to be used in the process. The board will use each individual worksheet as a starting point

to complete one copy of the evaluation worksheet. A Board meeting will take place to complete one copy of the evaluation worksheet. This meeting will take place in closed session, unless the Superintendent requests an open session. Upon completion of a single copy of the evaluation worksheet and/or any written narrative of strengths, weaknesses and/or areas that need immediate attention, the board will vote in public session to accept or reject the evaluation worksheet as the final evaluation. Should it be accepted, it will be placed in the Superintendents personnel file and become a public document. This process will be done at least once each year of the contract.

The Board shall provide the Superintendent with periodic opportunities, upon request, to discuss Superintendent/Board relationships in either open or executive session as applicable laws may require.

#### **E. DISCHARGE**

Throughout the term of this contract, the Superintendent shall be subject to discharge for malfeasance or moral turpitude with 90 days written notice, provided, however, that the Board does not arbitrarily or capriciously call for his dismissal, and that the Superintendent shall have the right to service of written charges, notice of hearing, and a fair hearing before the Board. If the Superintendent chooses to be accompanied by legal counsel at the hearing, expenses and fees incurred therefore will be incurred by the Superintendent. The Board may terminate the contract without any showing of cause upon ten days written notice and the tendering of 12 months of the Superintendents salary and benefits, or the balance of the salary and benefit payments due under this Contract whichever is less. This payment will be considered payment for past work. If the Superintendent intends to act to terminate this employment contract before the termination date he will give at least 45 days written notice. It is agreed that the district will accept such request. The Superintendent will inform the board chair should he submit a formal application for other employment.

#### **F. RENEWAL OF EMPLOYMENT CONTRACT**

The parties may agree to enter into a new contract at the conclusion of this one. The decision to enter into subsequent contract will be made no later than June 30, 2014.

#### **F. PROFESSIONAL LIABILITY**

The District shall hold harmless and indemnify the Superintendent from any and all demands, claims, suits and legal proceedings brought against the Superintendent in his individual capacity or in his official capacity as agent and employee of the District, provided the incident arose while the Superintendent was acting within the scope of employment. In no case will individual Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions, and legal proceedings.

If, in the good faith opinion of Superintendent, conflict exists regarding legal defenses to a third party claim against the Superintendent and District, (i.e. pressing the defense of one party would tend to injure the other party,) the Superintendent may engage separate counsel, and the District shall indemnify the Superintendent for the costs of such counsel, subject to the same limitations, provision, and exceptions set forth above. The district shall not, however, be required to pay the costs of any legal proceeding in the event the District and the Superintendent have adverse interest in any litigation.

#### **F. CONTRACT MODIFICATIONS**

The parties may mutually agree to modify the terms of this contract. Such modification will be in writing and signed by both parties.

**IN WITNESS THEREOF**, the District, pursuant to the authority of it's Board of Directors, by resolution duly and regularly adopted on January 9, 2011 has caused two originals of this agreement to be signed in the name of the District by the Chairman of the School Board and the Superintendent has hereunto affixed his hand and seal the day and year hereinabove mentioned.

Shoshone School District



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Chairman

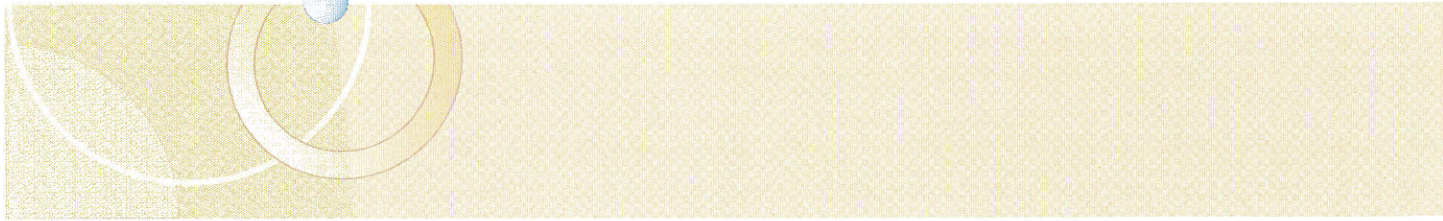
Date


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Superintendent


Date


# Superintendent



- 
- “The single most important job of a school board is to employ a superintendent and to support him or her for responsibility for managing the schools.” NSBA



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- “The superintendent's close relationship to successful school reform is emerging as a centerpiece in school reform research and literature. If superintendent leadership is important for meaningful change and reform then superintendent selection is THE critical event for both the school district and the community”  
(Glass)

- 
- Good boards make major only after all sides of the matter have been studied
  - Good boards attempt to reach decisions that all members can support
  - Good boards respect the needs and feeling of other people and have a well-developed sense of fair play
  - Good Boards desire to serve children and the community and a strong belief in the values of the public schools
  - Good boards are efficient. This means that their procedures for conducting business are appropriate to their needs and that they do not waste time